

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640397

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MB97 LIMITED		03/18/2021	Company: GUERNSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YSOLUTION Limited		
<b>Street Address:</b>	168 Connaught Road Central		
<b>Internal Address:</b>	Room 403 West Tower, Shun Tak Center		
<b>City:</b>	Hong Kong		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	Company: HONG KONG		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5483410	CONSTRUCTOR	
<b>Registration Number:</b>	5102708	MARATHON BET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	8013374500		
<b>Email:</b>	nwells@legendslaw.com		
<b>Correspondent Name:</b>	Nicholas D. Wells		
<b>Address Line 1:</b>	330 Main St.		
<b>Address Line 4:</b>	Kaysville, UTAH 84037		
<b>NAME OF SUBMITTER:</b>	Nicholas D. Wells		
<b>SIGNATURE:</b>	/Nicholas Wells/		
<b>DATE SIGNED:</b>	04/19/2021		
<b>Total Attachments: 12</b>			
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**DATED 18<sup>th</sup> March 2021**

**(1) MB97 LIMITED**

- and -

**(2) YSOLUTION LIMITED**

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**CONFIRMATORY TRADE MARK AND  
GOODWILL ASSIGNMENT**

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**THIS ASSIGNMENT** is made on 18<sup>th</sup> March 2021

**BETWEEN:**

- (1) **MB97 Limited**, a company incorporated under the laws of Guernsey with company number 63629, whose address is at PO Box 142, The Beehive, Rohais, St Peter Port, GY1 3HT, Guernsey ("**Assignor**");
- (2) **YSOLUTION Limited**, a company incorporated under the laws of Hong Kong with company number 2697433, whose address is at Room 403 West Tower, Shun Tak Center, 168 Connaught Road Central, Hong Kong ("**Assignee**").

**WHEREAS:**

- A. The Assignor is the owner of the Trade Marks and the Goodwill.
- B. The Assignor assigned and transferred all its rights, title and interest in and to the Trade Marks and the Assignee accepted that assignment and transfer by virtue of the Asset Transfer Agreement.
- C. The Assignor wishes to confirm the assignment and transfer of its rights, title and interest in and to the Trade Marks and assign and transfer all its rights, title and interest in and to the Goodwill to the Assignee, all in accordance with the provisions of this Assignment.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. **DEFINITIONS**

- 1.1 In this Assignment, the following words shall have the following meanings:

Asset Transfer Agreement	The Assets and Liabilities Transfer, Assignment, and Novation Agreement entered into by the Parties on 30 October 2020.
Goodwill	The goodwill attaching to and symbolised by the Trade Marks.
Parties	The Assignor and the Assignee; and "Party" shall mean any of them.
Trade Marks	The Registered Trade Marks and the Trade Mark Applications listed in the Schedule including any extensions thereof.

- 1.2 Clause and schedule headings do not affect the interpretation of this Assignment.

- 1.3 The schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment and any reference to this Assignment includes the schedules.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 In this Assignment, (a) where the word "include" or "including" is used it shall be understood as meaning "include without limitation" or "including without limitation" as appropriate;
- 1.6 Any obligation in this agreement on a party to this Agreement not to do something includes an obligation not to agree or allow that thing to be done.
- 1.7 References to "this Assignment" include this Assignment as amended, or varied, in accordance with its terms.

## 2. **ASSIGNMENT**

- 2.1 In confirmation of the consideration set out in the Asset Transfer Agreement and in payment of HKD 1.00 now paid by the Assignee to the Assignor (receipt of which is acknowledged), the Assignor hereby confirms the assignment and transfer of the Trade Marks to the Assignee absolutely and with full title guarantee all their respective rights, title and interests therein; and assigns and transfers the Goodwill to the Assignee absolutely and with full title guarantee of all their respective rights, title and interests therein; which confirmation, assignment and transfer is hereby accepted by the Assignee.
- 2.2 The assignment effected by the Asset Transfer Agreement and this Clause 2.2 shall include the assignment and transfer of:
  - (a) all trade marks listed, or that may be granted pursuant to any applications listed, in the Schedule including any extensions thereof;
  - (b) the right to apply for and obtain any item of intellectual property referred to in Clause 2.2(a) above including the right to claim priority and/or seniority from any of the Trade Marks;
  - (c) such rights, if any, as may be conveyed by the ownership of the Assigned Property in respect of registering (i) the name of any company or other corporation; and (ii) any domain name;
  - (d) without limiting Clause 2.2, the entire right, title and interest in and to the existing and/or future copyright and rights in the nature of copyright that may subsist in the Trade Marks throughout the world for the full term of the copyright in them and all renewals or extensions of such rights; and
  - (e) all rights of action, powers and benefits arising from ownership of the Assigned Property, including the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on, or after the date of this Assignment.

2.3 The Assignor warrants and undertakes that:

- (a) it shall not, and shall not permit any third party to, use the Trade Marks or any of the Goodwill;
- (b) it shall not, and shall not permit or assist any third party to, make any application to register in any country of the world (i) any of the Trade Marks; (ii) any company or other corporation with a name that incorporates any of the Trade Marks; or (iii) any domain name that incorporates any of the Trade Marks;
- (c) it shall not bring any claim or other action against the Assignee in respect of any use or other activity in relation to the Trade Marks or the Goodwill;
- (d) nothing in this Assignment shall prevent or preclude the Assignee from building up their own rights and goodwill in the Trade Marks; and
- (e) it shall transfer to the Assignee such rights as it may have in law to prevent the unauthorised use of the Trade Marks and the Goodwill, including such rights under the law of passing off, unfair competition, and otherwise.

2.4 The Assignor shall:

- (a) execute, acknowledge, and deliver such further documents; and
- (b) give such assistance; as the Assignee may require at the Assignee's expense to secure the vesting in the Assignee of all rights in the Assigned Property.

### 3. **THIRD PARTY RIGHTS**

3.1 No one other than a Party to this Assignment, their successors and permitted assignees shall have any right to enforce any of its provisions.

3.2 This Assignment does not create any right enforceable by any person who is not a Party.

### 4. **GOVERNING LAW AND JURISDICTION**

4.1 This Assignment and any disputes or claims arising out of, or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Island of Guernsey.

- 4.2 The parties irrevocably agree that the courts of Guernsey shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 4.3 Notwithstanding the preceding clause, any question concerning the validity of any of the Trade Marks shall be subject to the law and jurisdiction of the country in which such trade mark right exists.

**Agreed by the Parties:**

**For and on behalf of:**

**MB97 Limited**

DocuSigned by:  
*Natalia Zavodnik*  
Signed 16E477B06D69427...

Natalia Zavodnik  
Print name

CEO

Job title

18/3/2021  
Date

**For and on behalf of:**

**YSOLUTION Limited**

DocuSigned by:  
*Natalia Zavodnik*  
Signed 16E477B06D69427...

Natalia Zavodnik  
Print name

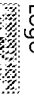

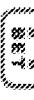
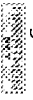
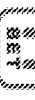
CEO

Job title

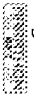



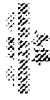

18/3/2021  
Date


## SCHEDULE

## Registered Trade Marks




Country	Trade Mark	Number	Filing Date	Registration Date	Classes	Case Status	Next Renewal Date
Australia	MARATHON BET Logo 	1682710	23/03/2015	14/11/2016	09, 16, 35, 36, 41	Registered	23/03/2025
Australia	CONSTRUCTOR	1756127	02/03/2016	07/07/2016	09, 16, 35, 36, 41	Registered	02/03/2026
Canada	MARATHON	TMA1030155	25/10/2012	21/06/2019		Registered	21/06/2029
Canada	MARATHON BET Logo 	TMA1028252	04/07/2014	18/06/2019	09, 16, 35, 36, 41	Registered	18/06/2029
Canada	M BET Logo 	TMA1026801	04/07/2014	17/06/2019	09, 16, 35, 36, 41	Registered	17/06/2029
Canada	CONSTRUCTOR	TMA1,069,841	01/03/2016	16/01/2020	09, 16, 28, 35, 36, 41	Registered	16/01/2030
China	MARATHON	12123550	31/01/2013	21/03/2015	41	Registered	20/03/2025
Curacao	MARATHON	15326	31/03/2011	31/05/2011	09, 16, 28, 35, 41	Registered	31/03/2021
Curacao	MARATHON BET Logo 	17198	15/07/2014	18/12/2014	09, 16, 35, 36, 41	Registered	15/07/2024
Curacao	M BET Logo 	17200	15/07/2014	18/12/2014	09, 16, 35, 36, 41	Registered	15/07/2024
Curacao	CONSTRUCTOR	17957	17/03/2016	17/03/2016	09, 16, 35, 36, 41	Registered	17/03/2026
European Union	MARATHON	011860905	31/05/2013	23/10/2013	09, 16, 35, 36, 41	Registered	31/05/2023
European Union	MARATHONBET	011861093	31/05/2013	25/10/2013	09, 16, 35, 36, 41	Registered	31/05/2023



Country	Trade Mark	Number	Filing Date	Registration Date	Classes	Case Status	Next Renewal Date
European Union	MARATHON BET Logo 	013045901	01/07/2014	04/12/2014	09, 16, 35, 36, 41	Registered	01/07/2024
European Union	M BET Logo 	013046032	01/07/2014	09/04/2017	09, 16, 35, 36, 41	Registered	01/07/2024
European Union	CONSTRUCTOR	015166416	29/02/2016	13/12/2016	09, 16, 35, 36, 41	Registered	28/02/2026
European Union	MARATHON BET Logo 2016 	015749741	12/08/2016	19/12/2016	09, 16, 35, 36, 41	Registered	12/08/2026
European Union	MARATHON BET CHN Logo 	015749765	12/08/2016	11/01/2017	09, 16, 35, 36, 41	Registered	12/08/2026
European Union	MARATHON BET CHN Alternative Logo 	015749781	12/08/2016	19/12/2016	09, 16, 35, 36, 41	Registered	12/08/2026
European Union	M Icon Logo 	015749823	12/08/2016	04/08/2020	09, 16, 35, 36, 41	Registered	12/08/2026
European Union	CHAMPION OF ODDS	015770506	23/08/2016	14/12/2016	09, 16, 28, 35, 36, 41	Registered	23/08/2026
European Union	ODDS CHAMPION	015770531	23/08/2016	14/12/2016	09, 16, 28, 35, 36, 41	Registered	23/08/2026
European Union	COINTIP	018043116	29/03/2019	21/09/2019	09, 36, 42	Registered	29/03/2029
European Union	MARACOIN	018043119	29/03/2019	21/09/2019	09, 36, 41, 42	Registered	29/03/2029
Guernsey	MARATHON BET Logo	GGG18070	02/07/2014	02/07/2014	09, 16, 35, 36, 41	Registered	02/07/2024


Country	Trade Mark	Number	Filing Date	Registration Date	Classes	Case Status	Next Renewal Date
							
Guernsey	M BET Logo	GGGT8072	02/07/2014	02/07/2014	09, 16, 35, 36, 41	Registered	02/07/2024
Guernsey	CONSTRUCTOR	GGGT8399	01/03/2016	25/04/2016	09, 16, 35, 36, 41	Registered	01/03/2026
Indonesia	MARATHON	IDM000478438	01/02/2013	05/06/2015	41	Registered	01/02/2023
Malaysia	MARATHON	2012018321	31/10/2012	11/10/2013	41	Registered	31/10/2022
Myanmar	MARATHON	4/12304/2018	29/02/2016	15/03/2016	41	Registered	11/11/2021
Russian Federation	COINTIP	746766	31/07/2019	13/02/2020	09, 36, 42	Registered	31/07/2029
Russian Federation	MARACOIN	752066	31/07/2019	23/03/2020	09, 36, 41, 42	Registered	31/07/2029
Taiwan	MARATHON	101061111	26/10/2012	01/11/2013		Registered	31/10/2023
Ukraine	MARATHON BET Logo	205948	07/07/2014	25/11/2015	41	Registered	07/07/2024
Ukraine	MARATHON BET Logo in Cyrillic Characters	205949	07/07/2014	25/11/2015	41	Registered	07/07/2024
Ukraine	M BET Logo	205180	07/07/2014	26/10/2015	41	Registered	07/07/2024
Ukraine	MARATHONBET.COM Logo (Cyrillic Characters)	189484	09/07/2013	11/08/2014	41	Registered	09/07/2023
Ukraine	MARATHON & MARATHONBET.COM Logo (Cyrillic Characters)	189485	09/07/2013	11/08/2014	41	Registered	09/07/2023

Country	Trade Mark	Number	Filing Date	Registration Date	Classes	Case Status	Next Renewal Date
Ukraine	MARATHONBET.COM MARAFON Logo (Cyrillic Characters)	189483	09/07/2013	11/08/2014	41	Registered	09/07/2023
Ukraine	MARATHON Box Logo (Cyrillic Characters)	189302	05/06/2013	11/08/2014	41	Registered	05/06/2023
United Kingdom	MARATHON	2598170	17/10/2011	13/04/2012	09, 16, 35, 36, 41	Registered	17/10/2021
United Kingdom	COINTIP	3388075	29/03/2019	28/06/2019	09, 36, 42	Registered	29/03/2029
United Kingdom	MARACOIN	3388083	29/03/2019	28/06/2019	09, 36, 41, 42	Registered	29/03/2029
United Kingdom	MBET	3469955	25/02/2020	11/08/2020	09, 16, 25, 35, 36, 41	Registered	25/02/2030
United Kingdom	MARATHON	UK00911860905	31/05/2013	23/10/2013	09, 16, 35, 36, 41	Registered	31/05/2023
United Kingdom	MARATHONBET	UK00911861093	31/05/2013	25/10/2013	09, 16, 35, 36, 41	Registered	31/05/2023
United Kingdom	MARATHON BET Logo	UK00913045901	01/07/2014	04/12/2014	09, 16, 35, 36, 41	Registered	01/07/2024
United Kingdom	MBET Logo	UK00913046032	01/07/2014	09/04/2017	09, 16, 35, 36, 41	Registered	01/07/2024
United Kingdom	CONSTRUCTOR	UK00915166416	29/02/2016	13/12/2016	09, 16, 35, 36, 41	Registered	28/02/2026
United Kingdom	MARATHON BET Logo 2016	UK00915749741	12/08/2016	19/12/2016	09, 16, 35, 36, 41	Registered	12/08/2026
United Kingdom	MARATHON BET CHN Logo	UK00915749765	12/08/2016	11/01/2017	09, 16, 35, 36, 41	Registered	12/08/2026
United Kingdom	MARATHON BET CHN Alternative Logo	UK00915749781	12/08/2016	19/12/2016	09, 16, 35, 36, 41	Registered	12/08/2026

Country	Trade Mark	Number	Filing Date	Registration Date	Classes	Case Status	Next Renewal Date
							
United Kingdom	M Icon Logo 	UK00915749823	12/08/2016	04/08/2020	09, 16, 35, 36, 41	Registered	12/08/2026
United Kingdom	CHAMPION OF ODDS	UK00915770506	23/08/2016	14/12/2016	09, 16, 28, 35, 36, 41	Registered	23/08/2026
United Kingdom	ODDS CHAMPION	UK00915770531	23/08/2016	14/12/2016	09, 16, 28, 35, 36, 41	Registered	23/08/2026
United Kingdom	COINTIP	UK00918043116	29/03/2019	21/09/2019	09, 36, 42	Registered	29/03/2029
United Kingdom	MARACoin	UK00918043119	29/03/2019	21/09/2019	09, 36, 41, 42	Registered	29/03/2029
United States of America	MARATHON BET Logo 	5102708	02/07/2014	20/12/2016	09, 16, 35, 36, 41	Registered	20/12/2026
United States of America	CONSTRUCTOR	86/923094	29/02/2016	05/06/2018	09, 16, 35, 36, 41	Registered	05/06/2028
Vietnam	MARATHON	4-0218640-000	29/10/2012	17/01/2014	41	Registered	29/10/2022

## Trade Mark Applications

Country	Trade Mark	Number	Filing Date	Registration Date	Classes	Case Status	Next Renewal Date
Nigeria	MARATHONBET	F/TM/O/2019/148475	29/04/2019		09	Application pending	
Nigeria	MARATHONBET	F/TM/O/2019/148484	29/04/2019		16	Application pending	
Nigeria	MARATHONBET	F/TM/O/2019/148486	29/04/2019		35	Application pending	
Nigeria	MARATHONBET	F/TM/O/2019/148487	29/04/2019		36	Application pending	
Nigeria	MARATHONBET	F/TM/O/2019/148489	29/04/2019		41	Application pending	
Nigeria	MARATHON BET	5611P241	28/08/2018		28	Application pending	
Nigeria	M Bet Logo 	5612P241	28/08/2018		28	Application pending	
Nigeria	BETCONSTRUCTOR	F/TM/O/2019/148495	29/04/2019		09	Application pending	
Nigeria	BETCONSTRUCTOR	F/TM/O/2019/148496	29/04/2019		16	Application pending	
Nigeria	BETCONSTRUCTOR	F/TM/O/2019/148498	29/04/2019		35	Application pending	
Nigeria	BETCONSTRUCTOR	F/TM/O/2019/148499	29/04/2019		36	Application pending	
Nigeria	BETCONSTRUCTOR	F/TM/O/2019/148500	29/04/2019		41	Application pending	
Spain	LOS DE LA CUOTAS	4083012	07/09/2020		41	Application pending	
Ukraine	MARATHON	m201933186	20/12/2019		41	Application pending	
Ukraine	MARATHON BET Cyrillic Logo 	m201933203	20/12/2019		09, 16, 35, 36, 41	Application pending	

Country	Trade Mark	Number	Filing Date	Registration Date	Classes	Case Status	Next Renewal Date
Ukraine	BETCONSTRUCTOR	m201933208	20/12/2019		09, 16, 35, 36, 41	Application pending	
Ukraine	CONSTRUCTOR	MM622337	20/12/2019		09, 16, 35, 36, 41	Application pending	
Ukraine	M BET Logo in Cyrillic Characters 	m201933205	20/12/2019		09, 16, 35, 36, 41	Application pending	

TRADEMARK

REEL: 007263 FRAME: 0065

RECORDED: 04/19/2021